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10 *page.]*

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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
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16 THE CITY AND COUNTY OF SAN
17 FRANCISCO, CALIFORNIA and THE
PEOPLE OF THE STATE OF
18 CALIFORNIA, Acting by and through San
Francisco City Attorney DAVID CHIU,

19 Plaintiffs,

20 v.

21 PURDUE PHARMA L.P., et al.

22 Defendants.
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Case No. 3:18-cv-7591-CRB

**CONSENT JUDGMENT AND
STIPULATION OF DISMISSAL
WITH PREJUDICE**

1 **WHEREAS**, the People of the State of California, acting by and through San Francisco
 2 City Attorney David Chiu (“the People”) brought the above-captioned action (the “Action”)
 3 against a number of Defendants including Walgreen Co. (“Walgreens”) alleging claims sounding
 4 in public nuisance, as set forth in the First Amended Complaint (ECF No. 128), filed on March
 5 13, 2020;

6 **WHEREAS**, Walgreens asserted several defenses to the People’s allegations and denied
 7 any misconduct, wrongdoing, or liability;

8 **WHEREAS**, the Action proceeded to a bench trial before the Honorable Charles R.
 9 Breyer of the United States District Court for the Northern District of California, beginning on
 10 April 25, 2022, and concluding on July 13, 2022;

11 **WHEREAS**, on August 10, 2022, the Court issued its Findings of Fact and Conclusions
 12 of Law Regarding Walgreens and held Walgreens liable for the People’s claim of public
 13 nuisance, and set a subsequent trial to determine remedies, which was set to begin on November
 14 7, 2022.

15 **WHEREAS**, the People, the City and County of San Francisco, and Walgreens
 16 (collectively, the “Settling Parties” and each a “Party”) entered into a consensual resolution of the
 17 Action as between them pursuant to the settlement agreement attached hereto (the “Walgreens
 18 San Francisco Agreement”), which includes an agreement to pay \$200,000,000 (the
 19 “Compensatory Remediation Amount”) to be used exclusively for Opioid Remediation, as
 20 defined in the Walgreens San Francisco Agreement;

21 **WHEREAS**, each Party warrants and represents that it engaged in arm’s-length
 22 negotiations between themselves in good faith and that in executing the Walgreens San Francisco
 23 Agreement the Parties intend to effect a good-faith settlement;

24 **WHEREAS**, the Walgreens San Francisco Agreement becomes effective by its terms
 25 upon the entry of this Consent Judgment (the “Judgment” or “Order”).

26 **WHEREAS**, the Parties consent to this Court retaining continuing jurisdiction for the
 27 purpose of enforcing the Walgreens San Francisco Agreement and this Consent Judgment.

28 **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**

1 **THAT:**

2 1. The Parties to the Walgreens San Francisco Agreement are the People, the City
3 and County of San Francisco, and Walgreens.

4 2. This Court has jurisdiction over the subject matter of this lawsuit and over all the
5 Parties.

6 3. Entry of this Order is in the public interest and reflects a negotiated settlement
7 among the Parties, the terms of which shall be governed by the laws of the State of California.

8 4. The Court finds that the Walgreens San Francisco Agreement was entered into in
9 good faith.

10 5. It is the intent of the Parties that this Order not be binding on Walgreens in any
11 respect other than in connection with the enforcement of this Order or the Walgreens San
12 Francisco Agreement.

13 6. No part of this Order shall constitute evidence of any liability, fault, or
14 wrongdoing by Walgreens.

15 7. No part of this Order or of the Walgreens San Francisco Agreement shall create a
16 private cause of action or confer any right to any third party for violation of any federal or state
17 statute.

18 8. By this Judgment, the Walgreens San Francisco Agreement is hereby approved by
19 the Court.

20 9. The Court shall retain jurisdiction and may hold any further proceedings and enter
21 any separate orders necessary to effectuate the provisions of the Walgreens San Francisco
22 Agreement and resolve any disputes thereunder.

23 10. The entry of this Consent Judgment constitutes a full and final dismissal with
24 prejudice of the Action as between the People and Walgreens.

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26 **IT IS SO ORDERED.**

27 DATED: _____

28 **THE HONORABLE CHARLES R. BREYER**
UNITED STATES DISTRICT JUDGE